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01-0338

STATE OF ILLINOIS

Ameritech

Exhibit No.

9

ILLINOIS COMMERCE COMMISSION

Date

6-21-01

Reporter

JT

TDS Metrocom, Inc.

Petition for Arbitration of Interconnection Rates,
Terms and Conditions and Related Arrangements with
Illinois Bell Telephone Company d/b/a Ameritech
Illinois Pursuant to Section 252(b) of the
Telecommunications Act of 1996

Docket No. 01-0338

CORRECTED DIRECT TESTIMONY

OF

JAN D. ROGERS

ON BEHALF OF

AMERITECH ILLINOIS

Dated: May 22, 2001

ISSUES

TDS-153

TDS-155

TDS-176

CORRECTED DIRECT TESTIMONY OF JAN D. ROGERS

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

2 A. My name is Jan D. Rogers - Director - Operator Services Regulatory. My address
3 is One Bell Plaza, Room 3430, Dallas, Texas 75202.

4 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND AND RELATED**
5 **WORK EXPERIENCE?**

6 A. I attended the University of Oklahoma in Norman, Oklahoma, where I earned a
7 BA degree in Journalism in May 1975. I completed a Masters degree in Business
8 Administration at Washington University in St. Louis, Missouri in August 1998.
9 I have attended a number of seminars and other training sponsored by SBC
10 Communications, Inc. ("SBC"), and other industry organizations on various
11 management subjects. I began my career with Southwestern Bell Telephone
12 ("SWBT") in 1987. I have held various positions in the Corporate
13 Communications, Advertising, Benefits Administration, and Industry Markets
14 organizations. From August 1996 to May 1999, I was responsible for resale
15 implementation, CLEC education, and Operator Services ("OS") interconnection
16 agreement language and negotiation support in SWBT's Local Interconnection
17 and Resale organization. I began my current assignment as Director-Regulatory
18 on SBC's Operator Services and White Pages staff in June 1999. In this position I
19 am responsible for representing Ameritech Illinois' OS organizations before
20 regulatory bodies and other external stakeholders. I also assist these organizations

1 in meeting all legal and regulatory requirements relating to Ameritech Illinois' OS
2 operations.

3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 A. I explain and support Ameritech Illinois' positions regarding Operator and
5 Directory Assistance services Ameritech Illinois provides for CLECs' subscribers
6 on a nondiscriminatory basis as required by Section 251(b)(3) of the federal
7 Telecommunications Act of 1996.

8 **ISSUE TDS-153**

9 **Q. WHAT IS YOUR UNDERSTANDING OF ISSUE TDS-153?**

10 A. Issue TDS-153 concerns whether TDS, when it chooses Ameritech Illinois as its
11 wholesale OS provider, should be required to use Ameritech Illinois for all of its
12 OS traffic in Ameritech Illinois' region, or whether TDS should be allowed to
13 replace Ameritech Illinois with another provider upon 30 days' notice to
14 Ameritech Illinois.

15 **Q. WHAT IS AMERITECH ILLINOIS' POSITION REGARDING THIS**
16 **ISSUE?**

17 A. TDS's proposed language in Section 8.1 of Appendix OS is unreasonable. OS is
18 a competitive wholesale service and TDS is not required to choose Ameritech
19 Illinois for those services.¹ However, if TDS does choose Ameritech Illinois to

¹ The FCC noted in its UNE Remand Order that "Competition in the provision of OS and directory assistance has existed since divestiture. Such competition has accelerated in the directory assistance market as a result of the Supreme Court's decision to allow copying of carriers' white pages listings in their entirety. . . . Even requesting carriers advocating the unbundling of operator and directory assistance services acknowledge that there exists a substantial number of alternative providers of operator and directory assistance services." Paragraphs 447-448. *In the Matter of the Implementation of the Local*

1 provide OS to TDS subscribers on TDS's behalf, Ameritech Illinois' proposed
2 language for Section 8.1 of the Appendix OS appropriately asks for a
3 commitment that Ameritech Illinois will be the sole provider of OS to TDS where
4 TDS is providing service to subscribers in Ameritech Illinois' traditional territory.

5 **Q. WHY DOES AMERITECH ILLINOIS PROPOSE THIS LANGUAGE?**

6 A. Ameritech Illinois' proposed language allows it to project call volumes and to
7 provide appropriate resources for the level of service that is required under the
8 federal nondiscriminatory requirements of Section 251(b)(3) of the 1996 Act and
9 under Illinois rules.² Ameritech Illinois provides its wholesale OS just as it does
10 it retail OS, with a bargained-for union labor force. Ameritech Illinois cannot
11 freely reduce its operator force to accommodate fluctuating call volumes that
12 would result with only 30 days' notice of service termination, as TDS proposes.

13 **Q. IS AMERITECH ILLINOIS' PROPOSED LANGUAGE NON-**
14 **DISCRIMINATORY?**

15 A. Yes. Ameritech Illinois' proposed "sole-provider" provision has been approved
16 by other state regulatory commissions, and by the Federal Communications
17 Commission in Southwestern Bell Telephone's approved 271-compliant
18 interconnection agreements. It is reasonable language that allows Ameritech

Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, Released November 5, 1999 ("UNE Remand Order").

² Ameritech Illinois is required to answer OS and DA calls within 10 seconds per Title 83, Chapter I, Subchapter f, Section 730.510 of the Illinois Commerce Commission's Standards of Service for Local Exchange Telecommunications Carriers. Since Ameritech Illinois must provide nondiscriminatory OS and DA service to requesting competing carriers under Section 251(b)(3), Ameritech Illinois also includes calls from other carriers' subscribers in this measurement. It is critical to Ameritech Illinois' ability to meet these requirements to have a sufficient planning horizon to provide adequate resources and properly staff its OS/DA operator centers.

1 Illinois to provide the same level of service to all customers, retail and wholesale
2 alike, as required by federal and state rules. Since all of Ameritech Illinois'
3 wholesale customers are offered the same provisions, it is inappropriate for TDS
4 to expect to be treated differently than any other wholesale customer. It is
5 reasonable for Ameritech Illinois to ask for a business commitment from TDS so
6 that Ameritech Illinois can project its call volumes and provide the same quality
7 OS at reasonable prices to all customers. Ameritech Illinois' proposed contract
8 language is reasonable when a carrier chooses Ameritech Illinois as its wholesale
9 provider of OS. For this reason, Ameritech Illinois' language should be adopted
10 and TDS's proposal of a 30-day notice of termination should be rejected.

11 **ISSUE TDS-155**

12 **Q. WHAT IS YOUR UNDERSTANDING OF ISSUE TDS-155?**

13 A. Issue TDS-155 concerns whether TDS should be permitted to terminate Appendix
14 OS without compensating Ameritech Illinois for unrecovered costs.

15 **Q. WHAT IS AMERITECH ILLINOIS' POSITION CONCERNING THIS**
16 **ISSUE?**

17 A. Ameritech Illinois and TDS have agreed that TDS can terminate Appendix OS
18 upon 120 days' notice following the expiration of the term of the Interconnection
19 Agreement or 12 months, whichever occurs later. Appendix OS, Section 13.1. In
20 Section 13.2 of Appendix OS, Ameritech Illinois has proposed language that
21 would compensate Ameritech Illinois in the event TDS terminates Appendix OS
22 prior to expiration of the agreed-upon term.

1 **Q. IS AMERITECH ILLINOIS' PROPOSED LANGUAGE REASONABLE?**

2 A. Yes. Ameritech Illinois' proposed language is reasonable and appropriate since
3 OS is a competitive wholesale service and TDS is not forced to choose Ameritech
4 Illinois as its provider of OS.

5 Further, it is appropriate for a wholesale customer to pay Ameritech Illinois
6 estimated monthly charges (based on the average monthly services provided by
7 Ameritech Illinois prior to termination) so that Ameritech Illinois can recover the
8 costs of staffing and resourcing to handle the previously contracted-for services.

9 As I noted above, Ameritech Illinois provides wholesale OS with the same
10 bargained-for union work force that provides Ameritech Illinois' retail services.

11 Under its union contract, Ameritech Illinois cannot readily reduce its workforce
12 when its wholesale customers terminate Appendix OS prior to the agreed-upon
13 term. Thus, if TDS terminates Ameritech Illinois' wholesale OS before the end of
14 the agreed-upon term, Ameritech Illinois should be entitled to recover its costs
15 through estimated monthly charges for the unexpired term. Ameritech Illinois
16 seeks the same commitment from other wholesale customers and Ameritech
17 Illinois' proposed language has been approved in previous interconnection
18 agreements

1 **ISSUE TDS-176**

2 **Q. WHAT IS YOUR UNDERSTANDING OF ISSUE TDS-176?**

3 A. This issue concerns TDS's objection to Ameritech Illinois' proposed language at
4 Section 5.2.1 of Appendix Resale which provides that Ameritech Illinois will
5 brand OS and/or Directory Assistance ("DA") where technically feasible and/or
6 available.

7 **Q. HOW DOES BRANDING OPERATE FOR RETAIL, RESALE AND**
8 **SUBSCRIBERS SERVED VIA UNBUNDLED LOCAL SWITCHING?**

9 A. When a retail or resale subscriber on Ameritech Illinois' network picks up the
10 phone and dials zero or 411,³ the call is routed from Ameritech Illinois' dial-tone
11 (end office) switch, via shared trunks, to Ameritech Illinois' operator platform.
12 Shared trunks carry Ameritech Illinois' retail subscriber calls and CLEC
13 subscriber calls on a nondiscriminatory basis. When the call arrives at Ameritech
14 Illinois' operator switch, its operator platform determines the local exchange
15 carrier serving the subscriber and brands the call in the carrier's name. Since the
16 process is the same for CLECs' subscribers' calls and Ameritech Illinois'
17 subscribers' calls, CLECs are provided parity service. To the extent that branding

³ CLECs have the opportunity to route their subscribers' OS and/or DA calls from Ameritech Illinois' dial tone office to itself or another wholesale OS/DA provider. This custom routing capability is available to CLECs providing local exchange services via resale and unbundled local switching. With custom routing, the OS/DA calls do not reach Ameritech Illinois' operator platform, and there is no branding by Ameritech Illinois.

1 is temporarily not available to Ameritech Illinois' subscribers, then branding is
2 also not available to CLECs' subscribers.⁴

3 **Q. IS AMERITECH ILLINOIS' PROPOSED LANGUAGE REASONABLE?**

4 A. Yes. Ameritech Illinois' proposed language reflects the nondiscriminatory nature
5 of the wholesale OS/DA services provided by Ameritech Illinois. Resold OS/DA
6 services provided by Ameritech Illinois on behalf of TDS should be branded on
7 the same basis as Ameritech Illinois brands OS/DA calls from its retail
8 subscribers. Ameritech Illinois brands its retail customers' OS/DA calls where it
9 is technically feasible and/or available, and that is what is offered to TDS, in
10 compliance with Section 251(b)(3) of the federal Telecommunications Act of
11 1996.

12 **Q. HAS THIS ISSUE BEEN ADDRESSED IN OTHER PROCEEDINGS?**

13 A. Yes. This same issue was addressed in the arbitration between Ameritech
14 Wisconsin and TDS in Public Service Commission of Wisconsin Docket No. 05-
15 MA-123. There, the arbitration panel rejected TDS's position and adopted
16 Ameritech Wisconsin's proposed language providing that branding is required
17 only where technically feasible and available.

18 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

19 A. Yes.

⁴ CLECs must subscribe to and implement branding capabilities, per the terms of the Appendix Resale, for Ameritech Illinois to brand the CLEC's subscribers' OS/DA calls.